

B20080284811
06/03/2008 RP3 \$44.00SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

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THAT WESTHEIMER OLD FARM I LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration to Grantor in hand paid by TEXAS REIT LLC, a Texas limited liability company ("Grantee"), whose mailing address is 2500 West Loop South, Suite 255, Houston, Texas 77027, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, and on and subject to the exceptions, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee that certain tract or parcel of land situated in Harris County, Texas, more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all improvements situated thereon and together with all rights, titles, interests, tenements, hereditaments, easements, appendages, privileges and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to the adjacent streets, alleys and rights-of-way and in and to all strips and gores adjoining such land (hereinafter referred to collectively as the "Property").

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1057-09-1709

This conveyance is made subject and subordinate to those encumbrances and exceptions (collectively the "Permitted Exceptions") set forth on Exhibit B attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property. Grantor hereby expressly reserves unto Grantor all right, title and interest in and to the Tax Suit, as defined and described in the Purchase Agreement (defined below).

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED (THIS "DEED"), ACKNOWLEDGES THAT IT HAS INSPECTED AND ASSESSED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 6.1 OF THAT CERTAIN AGREEMENT OF PURCHASE AND SALE DATED APRIL 21, 2008, BETWEEN GRANTOR AND JETALL COMPANIES, INC. (THE "PURCHASE AGREEMENT").

By acceptance of this Deed, Grantee assumes payment of all property taxes on the Property for the year 2008 and subsequent years.

Of the consideration hereinabove recited, a portion has been loaned to Grantee by International Bank of Commerce ("Mortgagee"), at the special instance and request of Grantee upon the express promise of Grantee to repay to Mortgagee said loan with interest thereon, as evidenced by a promissory note (the "Note") dated concurrently herewith executed by Grantee payable to the order of Mortgagee in the principal sum of \$8,640,000.00, bearing interest at the rate or rates and being payable in installments as therein provided with a final maturity date of May __, 2009. The Note is secured, in addition to the vendor's lien retained herein and other security, by a Deed of Trust, Security Agreement and Financing Statement dated concurrently herewith executed by Grantee to Jay Rogers, Trustee for the benefit of Mortgagee, covering and affecting, among other property, the Property. To secure the payment of the Note, Grantor hereby retains a vendor's lien and superior title against the Property until the Note and all interest thereon are fully paid and satisfied according to its face, tenor, effect and reading and Grantor, for value received, does hereby TRANSFER, ASSIGN and SET OVER, without recourse, unto Mortgagee, its successors and assigns, said vendor's lien and superior title.

[Signature Page Follows on the Next Page]

IN WITNESS WHEREOF, this Deed has been executed by Grantor on the date of the acknowledgement set forth below, to be effective for all purposes as of the 28th day of May, 2008.

WESTHEIMER OLD FARM I LIMITED PARTNERSHIP

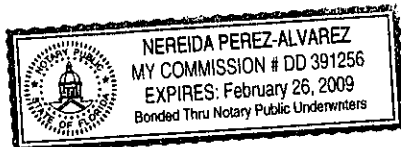
By: Westheimer Old Farm GP, Inc.,
its general partner

By: [Signature]
Name: David A. Dean
Title: Vice President

THE STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on the 14 day of May, 2008, by David A. Dean, Vice President of Westheimer Old Farm GP, Inc., general partner of WESTHEIMER OLD FARM I LIMITED PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public in and for Florida

Printed or Typed Name of Notary
Nereida Perez-Alvarez

My Commission Expires: _____

[Signature Page to Special Warranty Deed]

EXHIBIT "A"

A PARCEL OF LAND CONTAINING 4.2565 ACRES (185,413 SQUARE FEET) MORE OR LESS BEING A PORTION OF UNRESTRICTED RESERVE "A" AS SHOWN ON OLD FARM CROSSING SECTION ONE AS RECORDED IN FILM CODE NO. 376059, HARRIS COUNTY MAP RECORDS, AND BEING THAT SAME CERTAIN 4.2565 ACRE TRACT, CONVEYED FROM RONALD E. LEE, TRUSTEE TO WESTHEIMER OLD FARM I LIMITED PARTNERSHIP, AS RECORDED IN COUNTY CLERK'S FILE NO. S550094, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS (O.P.R.P.H.C.T.), SAID 4.2565 ACRE TRACT BEING IN THE JOHN D. TAYLOR LEAGUE, ABSTRACT NO. 72, HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (WITH ALL BEARINGS REFERENCED TO THE NORTH LINE OF WESTHEIMER ROAD):

COMMENCING, AT A FOUND 5/8 INCH IRON ROD ON THE NORTH LINE OF WESTHEIMER ROAD, 120 FOOT RIGHT-OF-WAY, FOR THE SOUTHEAST CORNER OF THAT CERTAIN THIRD TRACT, CONVEYED TO KATHERINE PILLOT LEE BY DEED RECORDED IN VOLUME 1234, PAGES 45 AND 47, HARRIS COUNTY DEED RECORDS, AND THE SOUTHEAST CORNER OF THAT CERTAIN 0.0120 ACRE TRACT, DESCRIBED IN A DEED FROM LOUIS MACEY, TRUSTEE TO HEIMER CENTER, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. M386584, O.P.R.P.H.C.T., SAME BEING THE SOUTHWEST CORNER OF 7900 WESTHEIMER APARTMENT SUBDIVISION, AS RECORDED IN VOLUME 142, PAGE 40, HARRIS COUNTY MAP RECORDS;

THENCE, S 87° 36' 04" W, WITH THE SAID NORTH RIGHT-OF-WAY LINE OF WESTHEIMER ROAD, A DISTANCE OF 3.20 FEET TO A FOUND X CUT IN CONCRETE, FOR THE SOUTHWEST CORNER OF THE SAID 0.0120 ACRE HEIMER CENTER, INC. TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A" AND THE POINT OF BEGINNING;

THENCE, S 87° 36' 04" W, CONTINUING WITH THE SAID NORTH RIGHT-OF-WAY LINE OF WESTHEIMER ROAD, SAME BEING THE SOUTH LINE OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 428.40 FEET TO A FOUND "X" CUT IN CONCRETE;

THENCE, N 02° 23' 56" W, CROSSING A PORTION OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 6.80 FEET TO A FOUND 5/8 INCH IRON ROD;

THENCE, S 87° 36' 04" W, CONTINUING TO CROSS A PORTION OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 10.00 FEET TO A FOUND 5/8 INCH IRON ROD, FOR A POINT OF CURVATURE;

THENCE, CONTINUING TO CROSS A PORTION OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 28.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 48.20 FEET, A CENTRAL ANGLE OF 33° 33' 16" W, AND A

CHORD WHICH BEARS, N 75° 37' 18" W, A DISTANCE OF 27.83 FEET TO A FOUND 5/8 INCH IRON ROD, FOR A POINT OF TANGENCY;

THENCE, N 58° 50' 40" W, CONTINUING TO CROSS A PORTION OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 44.62 FEET TO A FOUND PUNCH HOLE IN CONCRETE, FOR A POINT OF CURVATURE,

THENCE, CONTINUING TO CROSS A PORTION OF SAID RESTRICTED RESERVE "A", A DISTANCE OF 25.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 43.80 FEET, A CENTRAL ANGLE OF 33° 33' 16" AND A CHORD WHICH BEARS N 75° 37' 18" W, A DISTANCE OF 25.29 FEET TO A FOUND 5/8 INCH IRON ROD, FOR A POINT OF TANGENCY;

THENCE, S 87° 36' 04" W, CONTINUING TO CROSS A PORTION OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 11.96 FEET TO A SET 5/8 INCH IRON ROD WITH CAP STAMPED CIVIL-SURV, IN THE EAST LINE OF OLD FARM ROAD, 110 FOOT RIGHT-OF-WAY, AS SHOWN IN SAID FILM CODE NO. 376059, SAME BEING IN THE SET LINE OF SAID UNRESTRICTED RESERVE "A";

THENCE, N 02° 23' 56" W, ALONG THE SAID EAST LINE OF OLD FARM ROAD, SAME BEING THE SAID WEST LINE OF UNRESTRICTED RESERVE "A", A DISTANCE OF 232.26 FEET TO A FOUND 5/8 INCH IRON ROD, FOR A POINT OF CURVATURE;

THENCE, CONTINUING WITH THE SAID EAST LINE OF OLD FARM ROAD, SAME BEING THE SAID WEST LINE OF UNRESTRICTED RESERVE "A", A DISTANCE OF 70.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,255.00 FEET, A CENTRAL ANGLE OF 03° 14' 27", AND A CHORD WHICH BEARS, N 04° 01' 09" W, A DISTANCE OF 70.98 FEET TO A FOUND 5/8 INCH IRON ROD, FOR THE SOUTHWEST CORNER OF RESERVE AT KNOLLWOOD, AS RECORDED IN FILM CODE NO. 377005, HARRIS COUNTY MAP RECORDS, SAME BEING THE NORTHWEST CORNER OF SAID UNRESTRICTED RESERVE "A";

THENCE, N 87° 36' 04" E, WITH THE SOUTH LINE OF SAID RESERVE AT KNOLLWOOD, SAME BEING THE NORTH LINE OF SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 539.56 FEET TO A FOUND 5/8 INCH IRON ROD IN THE EASTERLY LINE OF THE SAID THIRD TRACT, SAME BEING THE WEST LINE OF THE SAID 7900 WESTHEIMER APARTMENT SUBDIVISION, FOR THE SOUTHEAST CORNER OF SAID RESERVE AT KNOLLWOOD, SAME BEING THE NORTHEAST CORNER OF SAID UNRESTRICTED RESERVE "A";

THENCE, S 03° 03' 40" E, WITH THE SAID EASTERLY LINE OF THE THIRD TRACT AND THE EAST LINE OF SAID UNRESTRICTED RESERVE "A", SAME BEING THE SAID WEST LINE OF THE 7900 WESTHEIMER APARTMENT SUBDIVISION, A DISTANCE OF 150.42 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE NORTHEAST CORNER OF SAID 0.0120 ACRE HEIMER CENTER, INC. TRACT, SAME BEING AN EXTERIOR CORNER OF SAID UNRESTRICTED RESERVE "A";

THENCE, S 89° 35' 32" W, WITH THE COMMON LINE OF SAID 0.0120 ACRE HEIMER CENTER, INC. TRACT, AND SAID UNRESTRICTED RESERVE "A", A DISTANCE OF 1.90 FEET TO A FOUND 5/8 INCH IRON ROD FOR THE NORTHWEST CORNER OF THE SAID HEIMER CENTER, INC. TRACT, SAME BEING AN INTERIOR CORNER OF SAID UNRESTRICTED RESERVE "A";

THENCE, S 02° 22' 30" E, CONTINUING WITH THE SAID COMMON LINE OF THE 0.0120 ACRE HEIMER CENTER, INC. TRACT AND UNRESTRICTED RESERVE "A", A DISTANCE OF 65.86 FEET TO A FOUND 5/8 INCH IRON ROD FOR CORNER;

THENCE, S 03° 06' 01" E, CONTINUING WITH THE SAID COMMON LINE OF THE 0.0120 ACRE HEIMER CENTER, INC. TRACT AND UNRESTRICTED RESERVE "A", A DISTANCE OF 75.88 FEET TO A FOUND 5/8 INCH IRON ROD FOR CORNER;

THENCE, S 02° 29' 11" E, CONTINUING WITH THE SAID COMMON LINE OF THE 0.0120 ACRE HEIMER CENTER, INC. TRACT AND UNRESTRICTED RESERVE "A", A DISTANCE OF 56.34 FEET TO A FOUND PK NAIL IN FENCE POST;

THENCE, S 03° 03' 40" E, CONTINUING WITH THE SAID COMMON LINE OF THE 0.0120 ACRE HEIMER CENTER, INC. TRACT AND UNRESTRICTED RESERVE "A", A DISTANCE OF 1.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.2565 ACRES (185,413 SQUARE FEET) OF LAND MORE OR LESS.

EXHIBIT "B"

Permitted Exceptions

1. The following restrictive covenants of record:

Those set out under Film Code No. 376059 of the Map Records of Harris County, Texas, and in instruments recorded under Harris County Clerk's File Nos. R916985, S550093 and S912449.

2. Building set back line 25 feet in width along the south property line as shown on the plat recorded under Film Code No. 376059 of the Map Records of Harris County, Texas.
3. Building set back line 15 feet in width along the west property line as shown on the plat recorded under Film Code No. 376059 of the Map Records of Harris County, Texas.
4. Building set back line 35 feet in width along the north property line as set forth in instruments recorded under Harris County Clerk's File Nos. R916985 and S550093.
5. Building set back line 55 feet in width along the west property line as set forth in instrument recorded under Harris County Clerk's File No. S550093.
6. Landscape area 10 feet in width adjacent to the north property line as set forth in instrument recorded under Harris County Clerk's File No. R916985.
7. Parking lot set back line being 8 feet along the south, 6 feet along the west, 6 feet along the East, and 10 feet along the north property lines as set forth in instrument recorded under Harris County Clerk's File No. S550093.
8. An easement for electric distribution facilities varying from 7.12 feet at the Southeast corner to 10 feet at the Northeast corner (along the east line of subject property), together with an unobstructed aerial easement 11 feet 6 inches wide, beginning at a plane 16 feet above the ground and extending upward, located westerly and adjoining said 10 foot ground easement, as granted to Houston Lighting and Power by instrument recorded under Harris County Clerk's File No. R896920.
9. An easement for electric distribution facilities 5 feet wide along the east line of subject property, together with an unobstructed aerial easement 10 feet wide, beginning at a plane 16 feet above the ground and extending upward, located southerly and adjoining said 10 foot ground easement, as granted to Houston Lighting and Power by instrument recorded under Harris County Clerk's File No. R896920.
10. Memorandum of Lease dated December 15, 1998, filed for record under Harris County Clerk's File No. S912449, giving notice of a Lease Agreement by and between Westheimer Old Farm I Limited Partnership, as Lessor and Walgreen Co., as Lessee.

11. Terms, conditions and provisions of City of Houston Ordinance #85-1878 recorded under Harris County Clerk's File No. N253886, as amended by City of Houston Ordinance No. 1999-262.
12. Terms, conditions and provisions of City of Houston Ordinance #89-1312, recorded under Harris County Clerk's File No. M337573.
13. The following encroachments as shown on Survey dated May 1, 2008, prepared by Clifton Seward, Registered Professional Land Surveyor No. 4337, with Civil-Surv Land Surveying, L.C., Project No. CS 08064.
 - a. Fence located 4 feet to 5 feet west of the east property line (provided that the listing of such encroachment in no way prejudices any rights that Grantee may have to remove the fence and/or require the owner of the adjacent property to remove the fence).
 - b. Concrete curb 0.9 feet to 1.1 feet into the 10 foot parking set back line and the 10 foot landscape easement along the north property line.
 - c. Concrete sidewalk into the property along the south property line.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the member Sequence on the date and at time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas on

JUN - 3 2008



Carol L. Kephart
COUNTY CLERK
HARRIS COUNTY, TEXAS

COUNTY CLERK
HARRIS COUNTY, TEXAS

2008 JUN -3 AM 9:27

FILED

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

Return to: ✓
Fidelity National Title
3355 West Alabama #1010
Houston, TX 77098